

VIRGINIA DEPARTMENT OF MOTOR VEHICLES HIGHWAY SAFETY PROJECT AGREEMENT

Purpose: Virginia's Highway Safety Program Grantees use this form to certify and assure that they will fully comply with all terms of the Highway Safety Project Agreement.

Instructions: Grantees must read the contract, complete all applicable information on the first page, and return all pages to the Department of Motor Vehicles.

This Highway Safety Project Agreement is entered into between the **Virginia Department of Motor Vehicles (DMV), 2300 West Broad Street, Room 405, Richmond, Virginia 23220**, and the following:

Grantee:

Project Title:

Project Number:

Grant Award:

\$

Source of funds obligated to this award:

U.S. Department of Transportation Federal Highway Safety Funds

Period of Performance for this project:

From October 1, 2005, or the date DMV receives this signed/dated Highway Safety Project Agreement (whichever is later) through September 30, 2006.

In performing its responsibilities under this Highway Safety Project Agreement, the Grantee certifies and assures that it will fully comply with the following:

- Applicable agency, state and federal laws, regulations, and policies
- Statement of Work and Budget, attached as page 2 of this Highway Safety Project Agreement
- General Terms and Conditions, attached as pages 3 and 4 of this Highway Safety Project Agreement
- Assurances and Certifications, attached as pages 4 to 6 of this Highway Safety Project Agreement

Grantee's signature below indicates that Grantee agrees to fully comply with all terms of this Highway Safety Project Agreement without alteration, including those listed but not described on this page, and those listed on the following pages. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable DMV regulations and policies, except where superceded by federal laws, regulations, or policies (2) applicable state laws, regulations, and policies, except where superceded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) special clauses and conditions; (5) assurances and certifications; (6) general terms and conditions; (7) statement of work; (8) approved budget; and (9) Grantee's proposal.

Signatures of Authorized Approving Officials

For Grantee:

For Virginia Department of Motor Vehicles:

Signature of project director Date

Assistant Commissioner Date

Print name and title of project director

Authorized official Date

Print name and title of authorized official

Statement of Work

1. The goals and program of the Grantee's proposal are incorporated as the first item in this Statement of Work, except where the proposal is amended through the approved budget and the specific terms of the letter awarding the grant to the Grantee. The award letter is incorporated by reference as a part of the Statement of Work of this Highway Safety Project Agreement.

Reports and Deliverables

2. Quarterly Progress Reports shall be provided to the Virginia Department of Motor Vehicles (DMV) by the dates indicated:

January 31, April 30, July 31, November 15, 2006

Each Progress Report shall address the Grantee's progress in fulfilling items listed in the Statement of Work, including funded elements of the Grantee's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress Reports will be provided to the Grantee, but at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

3. Grants receiving \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the grant period.
4. Grants receiving a single or multiple DMV awards totaling \$100,000 or more are required to submit their most recent audit report during the grant period. These audits must be conducted in accordance with the guidelines established under the applicable OMB Circulars, the Single Audit Act of 1984 (OMB Circular A-133) and AICPA's Statement on Auditing Standards (SAS) 99, "Consideration of Fraud in a Financial Statement Audit." This award requirement supercedes the Single Audit Act of 1984.

If the audit reveals unallowable expenditures, the Grantee will be responsible for repayment.

Budget

The approved budget of the Grantee (as signed by an authorized official of DMV) is incorporated by reference as a part of this Highway Safety Project Agreement, with such authorized changes as may be allowed or required through budget amendments. If the application review process has indicated that a revised budget is required, the grant period may not begin until said budget is received, reviewed and approved by DMV. No grant activity may occur before the beginning of the grant period.

General Terms and Conditions

By signing the face sheet of this Highway Safety Project Agreement, the Grantee is agreeing to the following:

General

1. *Regulations.* Grantee agrees to comply with all state and federal laws and regulations.
2. *Modifications.* Any alterations, additions, or deletions to this Highway Safety Project Agreement that are required by changes in federal or state laws, regulations and directives are automatically incorporated on the date designated by law, regulation or directive. DMV shall have the right to make unilateral Highway Safety Project Agreement amendments in writing, with notice to the Grantee, to conform to federal or state laws, regulations, directives, and availability of funds. No other waiver or modification of the terms of this Highway Safety Project Agreement (including the grantee's proposal/plan) shall be valid unless in writing and duly executed by the parties to be bound thereby.
3. *Termination.* DMV may terminate this Highway Safety Project Agreement in whole or in part if the Grantee fails to fulfill the obligations under this agreement, or fails to comply with and correct any noted violations of federal, state or local laws and regulations. This does not limit any other termination rights that DMV may have under state or federal laws, regulations and policies.
4. *Subrecipients.* Grantee is responsible for the compliance of all subrecipients, agents and partners, with the Highway Safety Project Agreement terms. The Grantee shall include the language of the "Assurances and Certifications" and "General Terms and Conditions" of this Highway Safety Project Agreement in documents for all subrecipients at all tiers (including subcontracts, mini-grants, cooperative agreements and memoranda of understanding), and all subrecipients shall certify and disclose accordingly.

Financial Terms and Conditions

1. *Travel Costs.* To be allowable, travel costs must be approved in advance and must comply with current State Travel Regulations as of the date the expense is incurred.
2. *Reimbursement.* This grant shall be administered on a quarterly reimbursement basis through the Virginia Department of Motor Vehicles, with exceptions for monthly reimbursement as DMV may approve on a case-by-case basis. Reimbursement requests must be submitted using a TSS 15 form by the end of the month following the calendar quarter in which the expense is incurred, i.e., January 31, April 30 and July 31, 2006. An exception is the final voucher that is due by November 15, 2006.

All grant funds must be encumbered by September 30, 2006. At the end of the grant period, any unexpended or unobligated funds shall no longer be available to the Grantee. In no case shall the Grantee be reimbursed for expenses incurred prior to the beginning or after the end of the grant period.

3. *Cost Principles.* The Grantee agrees to adhere to DMV policies and regulations and state laws, regulations and policies regarding the administration of state-funded grants, except where in conflict with federal laws, regulations and policies, in which case the federal law, regulation or policy must be followed. DMV policies and procedures may supercede state and federal policies where a more strict policy may be effective. Non-profit institutions and institutions of higher learning should follow procurement procedures in 49 CFR part 19 and state institutions and localities are to follow the same policies and procedures used by their agencies and localities for procurement.
4. *Matching Requirements.* The Grantee will provide a monetary and/or in-kind contribution to the funded proposal that equals or exceeds 20% of the total project, i.e., grant funds may not exceed 80% and matching funds are at least 20% of the total project. Grant funds may not be used faster than Grantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Grantee. A matching report should be submitted with each reimbursement voucher.

5. *10% Indirect Costs Rate Cap.* Facilities and administrative costs, or indirect costs, are allowed; however, an Indirect Cost Rate (a percentage) for each grantee must be approved during the application review process. The Indirect Cost Rate may be up to but not exceed 10%.
6. *Purchase of Equipment.* Grantee must obtain advance federal approval through DMV for the purchase and/or lease of any equipment having a useful life of more than one year and a per unit acquisition cost of \$5,000 or more.
7. *Sale, Transfer or Other of Equipment.* Grantee must request advance, written approval from DMV to sell, transfer or dispose of all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by DMV and the Grantee and approved by NHTSA and DMV.

Program Terms and Conditions

The Virginia Department of Motor Vehicles (DMV) is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available to projects that: (1) support statewide goals; (2) identify problems by **High Emphasis Communities**, jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide applications or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

Assurances and Certifications

By signing the face sheet of this Highway Safety Project Agreement, the Grantee is making the following assurances and certifications:

General Assurances for Grant Recipients Using U.S. Department of Transportation Funds

1. *Signature Authorized.* The Grantee's authorized approving official, signing the face sheet of this Highway Safety Project Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. *Records Retention.* Grantee must retain all records related to this grant for three years after the Grantee makes final payments and all other pending matters are closed on all completed reimbursements from these grant funds and the receipt of the Grantee's final progress report).
3. *Access to Records.* Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, and DMV, shall have access to and the right to examine any books, documents, papers and records (including computer records) of the Grantee that are related to this Highway Safety Project Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Grantee's personnel and program participants for the purpose of interviews and discussions related to such documents. The right of access is not limited to the required 3-year retention period, but shall last as long as the records are retained.

4. *Publicity and Lobbying.* No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement, Grantee or agent acting for such Grantee, related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
5. *Public Announcements.* When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this grant, the Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
6. *Conflict of Interest.* The Grantee will establish and observe safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
7. *Drug-Free Workplace.* The Grantee certifies that it will provide a drug-free workplace in accordance with the provisions of 29 CFR 98.
8. *Rights to Data, Patents, Copyrights or Materials.* As stated in the Code of Virginia, Section 2.2-2822, patents, copyrights or materials that are potentially patentable or copyrightable developed by a state employee, or third party in cooperation with a state employee during working hours or within the scope of his employment or when using state-owned or state-controlled facilities shall be the property of the Commonwealth. DMV and the U.S. Department of Transportation shall have ownership of any data first produced or delivered under this Grant. This section shall not apply to employees of public institutions of higher education who shall be subject to the patent and copyright policies of the institution employing them.
9. *Research on Human Subjects.* The Grantee will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this Grant Agreement.

Federal Debarment and Suspension Certification Requirements

The Grantee certifies to the best of its knowledge and belief, that it and its authorized approving official and its fiscal agent:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding the Grantee signature date of this Highway Safety Project Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding the Grantee signature date of this Highway Safety Project Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

Federal Certification Requirements Regarding Lobbying

By signing this Highway Safety Project Agreement, the Grantee hereby certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Grantee shall require that the language of this certification be included in the award documents for all subrecipients at all tiers (including subcontracts, mini-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into by the parties. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Non-Discrimination and Equal Employment Assurance

1. The Grantee shall not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship. The Grantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination (including 29 CFR Part 34). These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and (g) the Department of Motor Vehicles' Minority Business Enterprise Plan (MBE), a copy of which is available for review in the DMV Grants Management Administration.
2. The Grantee certifies that it has disclosed any administrative and court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Grantee has been cited for noncompliance with these laws, regulations or policies, the Grantee will not be eligible to receive funding.